

Request for Proposal Number 08-RFP-0103

Amendment #1

For

***Community Based Data Collection
Feasibility Study***

By the

Washington State

Department of Early Learning

Released on November 28, 2007

Amendment #1

The purpose of Amendment #1 is to remove the language referencing the purchasing authority of the Washington State Information Systems Board. It was determined that this RFP does not fall under the purchasing authority of the Washington State Systems Board. This reference was deleted in Section 1, subsection 1. Introduction, Acquisition Authority, beginning on page 2 of this RFP.

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SECTION 1

1. INTRODUCTION

The Department of Early Learning (DEL) was established by the Washington Legislature in 2005 to enhance the state's ability to set policy, establish licensing and performance standards, and promote and enhance access to world-class learning opportunities for all Washington children aged 0 to 6.

Public and private investments in early childhood programs are growing rapidly. This growth is expected to continue for the next decade (or more) as communities' state-wide move to expand and broaden early learning programs and services.

In order to carry-out the policy and performance assessment, resource allocation, quality enhancement, and operational responsibilities of DEL, it is critical that the department—and the partners and parents with whom we collaborate—have access to accurate information about early learning programs and services and the families and children who use them. Valid and consistent data will allow DEL and external partners and consumers to make better decisions about everything from performance standards to resource allocation. In addition, parents need accurate information about service providers and the costs and benefits of various early learning opportunities to make informed decisions about their children's care.

Notwithstanding the importance of accurate information to the efficient and effective administration of early learning initiatives, we have relatively little comprehensive or consistent data about providers or consumers of these programs. Further, parents seeking financial assistance to subsidize their child care needs (or trying to find specific kinds of programs and services) can face multiple demands for eligibility information and are often frustrated by the lack of readily accessible information about available child care options and services.

This Request for Proposal (RFP) seeks expert consultants to assist DEL in assessing the nature, quality and technology standards of existing data about early learning funding sources, programs and services, and current and potential participants; evaluating the potential for data sharing and streamlined eligibility determination among and between the various stakeholders in the early learning community; designing improved systems to support matching of parents/children and providers/services; and developing tracking mechanisms to support performance assessment and quality assurance in the industry.

This RFP describes DEL's acquisition authority; the purpose and overall scope of work anticipated; the specific goals for the project; anticipated deliverables; and other technical information about the selection and award process.

Acquisition Authority

~~Chapter 43.105 of the Revised Code of Washington (RCW) as amended establishes the Washington State Information Services Board (ISB). While the ISB does not purchase for~~

~~agencies, it regulates the manner in which state agencies may acquire information technology equipment, software, and services.~~

The Office of Financial Management (OFM) has authority over Personal Services Contracts resulting from this RFP. Under the provisions of chapter 39.29 RCW, agencies must file certain Personal Services Contracts with OFM. For Contracts that are required to be filed with OFM, work shall not commence and payment shall not be made pursuant to those Contracts until a minimum of ten (10) working days after the date of filing, and, if required, until reviewed or approved by OFM. In the event OFM fails to approve the Contract, the Contract shall be null and void.

Purpose

The purpose of this RFP is to obtain assistance in answering the following questions. They have been grouped into three broad categories:

1. State resources, data, and data integration.
2. Community-profiling and service/data mapping.
3. Assessing short, medium, and long-term solutions to operational data needs supporting DEL's administration, consumer participation and the parent/guardian experience.

1. State resources, data, and data integration

- What are all sources of state and federal funding currently supporting early learning, child care, and other educational, social and health services for children aged 0 to 6 in Washington State?
- What is the funding history of these revenue sources?
- Which departments, agencies, programs or other organizational units are responsible for the administration of these various funding streams?
- Which programs and services are universally available based upon established state or federal eligibility criteria (and what are those criteria)? What is available for specialized populations, specific geographic areas or other selective criteria?
- What data is currently collected, by whom, and for what purpose in these various state programs?
- To what extent is the data collected about children and families participating in early learning programs or other programs and services for children age zero to six (0 to 6) duplicative of family or child data otherwise collected for other human or health services, income assistance, housing, education or similar state programs?
- Do integrated data systems exist across populations also likely to be served by early learning and other services for children aged zero to six (0 to 6)? If so, what entities are

currently responsible for that data and what data sharing occurs among and between various state agencies?

- What confidentiality issues, definitional or technical conflicts, or other barriers exist to broader data sharing among and between responsible state entities about children and families eligible or potentially eligible for early learning and related services?
- Are there any major gaps from a planning, administration, or budgeting/resource allocation perspective in the data collected by or available to state entities to support state responsibilities with respect children aged zero to six (0 to 6)?
- Other related issues as determined by DEL in collaboration with the selected consultant.

2. Community Profiles and Service/Data Mapping

DEL seeks to understand in depth the total environment encountered by families with children aged 0 to 6 at the community level—including access to services, the nature of services, the quality of providers, the professional development and related services supporting providers, the gaps, and the process encountered in trying to access services or create the most nurturing and learning environment in the home and community. We are also interested in how these programs focus on the five (5) domains of development as described in the benchmarks for Early Learning Development Benchmarks. For purposes of this RFP, DEL will focus on two (2) communities—White Center and Yakima—that are also target communities for two (2) major early learning initiatives: Washington’s Thrive by Five and special funding from the Gates Foundation (Early Learning Initiative). The selected consultant will be expected to work closely with these other initiatives in addressing the issues raised throughout this RFP—but especially in developing community profiles and community data mapping.

- What early learning programs and services currently exist in the target communities? To what extent and in what ways are these programs addressing the five (5) domains of development? How do programs evaluate their effectiveness of engaging in developmentally appropriate practices to promote children’s optimal development in these domains?
- How many children participate in these programs and what are the socio-demographic characteristics of these children and their families in relation to children and families in the community overall?
- How do children and families access these services? How do they find out about them? How do they apply for them? What information (if any) is available to parents and guardians about quality, performance, credentials, children’s performance or outcomes?
- What data do providers collect and maintain about the children and families they serve?

- How is that data used and under what circumstances (if any) is the data shared with external organizations, public entities, or the parents and guardians themselves?
- What are the characteristics of existing providers? What training or other professional development resources are currently available to them? What level of participation is there in professional development activities?
- What is the current financial, organizational, and administrative relationship between early learning providers and other educational, social, health and human services providers serving children age zero to six (0-6) in the target communities?
- Do parents and guardians encounter duplicate data collection demands (either within the community or between the community and state funding or regulatory entities) in their attempts to access services for children age zero to six (0 to 6)?
- Are there significant gaps in information either about children and families or about provider services, quality, and performance in the target communities? Which stakeholders are most significantly affected by these gaps?
- Other questions as mutually determined by DEL and the consultants.

3. Assessing short, medium, and long-term solutions to operational data needs supporting DEL's administration, consumer participation and the parent/guardian experience.

As a new state agency with newly defined responsibilities, DEL does not currently have the data and information systems that are needed to accomplish its mission. Further, as public and private partners throughout Washington State attempt to broaden and deepen the early learning opportunities available for all children age zero to six (0 to 6), new information systems and innovative web-based resources will be needed to ensure that parents and guardians have access to and are appropriately matched with all possible services and learning supports.

The Department recently commissioned a feasibility assessment for a new Early Learning Information System (ELIS). The report evaluated a number of alternatives for designing and implementing information systems to support DEL work. In addition, it discussed the possibility of an information portal that would allow parents and other consumers to access a wide range of information about services and providers.

This element of the scope of work addresses the conceptual and practical issues involved in implementing some or all of the recommendations of the ELIS report. Further, it seeks to go beyond that analysis to evaluate how many of the data elements defined in the report as essential currently exist and are accessible to DEL at the state or community level. This category of work is intended to guide DEL decisions about short, medium- and long-term solutions to its information system needs and to the challenges of improving consumer access. In addition, the ELIS study did not specifically address how best to track and evaluate the school readiness of

individual children and the impact of new and expanded early learning programs. Determining what data and or resources currently exist to support this focus on individual child outcomes will be an important element of this phase of work.

For DEL

Using basic data requirements necessary to support DEL licensing, quality rating, strategic planning, budgeting and professional development responsibilities as articulated in the ELIS report, which of these requirements are:

- Currently collected or maintained by other state agencies (if any) and what opportunities exist for data sharing and collaboration?
- Are there other entities or organizations currently collecting some or all of the needed information and what opportunities exist for sharing and collaboration with these entities?
- What data exists at the community-based level (in the target communities) to meet some of these needs?
- Is that data accessible and could it be shared with DEL and used as part of its information system data?
- For basic data elements not currently available (directly or indirectly), from what sources would data collection be required? For example Providers? Other governmental agencies at the Federal, state or local levels? Parents and guardians?
- The ELIS report concluded that state systems in development for contracting and professional training would ultimately meet DEL’s operational needs. What are the major risks and vulnerabilities for DEL while the necessary data and systems remain unavailable?
- What should DEL do in the short- (6-12 months) and medium-term (12-24 months) to address these issues and ensure that internal business processes are adequately supported?
- What are the “best practices” or future direction in other jurisdictions that should be emulated in designing solutions to DEL’s licensing, quality rating, strategic planning, budgeting and professional development data needs?
- What changes in business processes, operational culture, professional development, or related areas are necessary within DEL (and among and between DEL and other state agencies and public and private partners) to enable the early learning “system” to optimize data and information systems in support of its mission and goals?

- Are these changes feasible in the short- and medium-term? In what order should they be addressed and how can improvements best be accomplished?
- What is the best strategy for DEL to pursue resolution of the issues raised in the ELIS report and by the work undertaken in response to this RFP?

For Families and Children (Early Learning Consumers)

- Based on the findings of DEL’s parallel assessment of Parent Needs, what information do families need to make good decisions about early learning programs and services?
- How much of that information exists in any form and what are the obstacles and barriers to accessing that information for families and children (across the full socio-demographic spectrum in Washington State) as evidenced by the situation in the two (2) target communities?
- Are there “best practices” or future direction that should be emulated by Washington State in designing systems to provide education and information for consumers and ensure optimal matching of family and children’s needs with available providers and services
- What is the best strategy for DEL and other public and private partners and consumers to pursue resolution of these issues?
- How is or should data about the school readiness of individual children and cohorts of children be tracked and monitored?
- Where should the responsibility rest for this tracking and monitoring in the short-, medium-, and long-term? With DEL? With other state agencies? With providers? With other local agencies? Other?
- What is the best strategy for DEL to address issues related to consumer needs and individual child outcomes?

For DEL and Consumers

- Other operational data and system questions as mutually determined by DEL and the selected contractors.

Contract Term

It is anticipated that the term of the resulting Contract will be five (5) months from the effective date of the Contract.

Definitions

“Acceptable Alternative” shall mean a Bidder-proposed option that DEL considers satisfactory in meeting a Mandatory requirement. DEL, at its sole discretion, will determine if the proposed alternative meets the intent of the original Mandatory requirement.

“Apparently Successful Bidder” (ASB) shall mean the Bidder(s) who: (1) meets all the requirements of this RFP, **and** (2) receives the highest number of total points.

“Business Days” or “Business Hours” shall mean Monday through Friday, 8 AM to 5 PM, local time in Olympia, Washington, excluding Washington State holidays.

“Contract” shall mean the Contract document awarded pursuant to this RFP, and shall include this RFP, the Bidder’s Response, all schedules and exhibits, and all amendments thereto.

“Desirable” or “(D)” shall mean the requirement is important but not mandatory. The Response will not be scored.

“Desirable Scored” or “(DS)” shall mean the requirement is important but not mandatory, and the Response will be scored.

“DEL” shall mean the Washington State Department of Early Learning.

“Mandatory” or “(M)” shall mean the Bidder must comply with the requirement, and the Response will be evaluated on a pass/fail basis.

“Mandatory Scored” or “(MS)” shall mean the Bidder must comply with the requirement, and the Response will be scored.

“Personal Services” shall mean professional or technical expertise provided by a consultant to accomplish a specific study, project, task, or other work statement, pursuant to chapter 39.29 RCW.

“Purchased Services” shall mean those Services and activities provided by Bidder to accomplish routine, continuing, and necessary functions as set forth in the resulting Contract or a Statement of Work. Purchased Services shall include those Services specified as Purchased Services in RCW 43.105.020.

“Purchaser” shall mean the Department of Early Learning.

“RCW” means the Revised Code of Washington.

“Response” shall mean the written proposal submitted by Bidder to DEL in accordance with this RFP. The Response shall include all written material submitted by Bidder as of the date set forth in the RFP schedule or as further requested by DEL.

“Services” may include both Personal Services and Purchased Services and shall mean those Services provided by Bidder relating to the solicitation, deployment, development and/or implementation activities that are appropriate to the scope of this solicitation.

“State” shall mean the state of Washington.

“Bidder” shall mean a company, organization, or entity submitting a Response to this RFP.

Use

This RFP is being issued for Purchaser’s exclusive use. The results of this RFP may not be used to satisfy the competitive requirements of any other agency that may choose to purchase similar Services directly from the Apparently Successful Bidder (ASB).

Single Award

Only one (1) ASB will be identified via this procurement. DEL intends to award only one (1) Contract.

Personal Services Filing and Reporting

DEL is an agency of state government, and therefore falls under authority of chapter 39.29 RCW and chapter 15 of Washington's State Administrative and Accounting Manual. DEL is responsible for filings with OFM. This requirement usually includes initial filing prior to work beginning under any Personal Services Contract, as well as any subsequent amendments.

Funding

Any contract awarded as a result of this procurement is contingent upon the availability of funding.

SECTION 2

2. SCHEDULE

This RFP is being issued under the following Schedule. The Response deadlines are mandatory and non-negotiable. Failure to meet any of the required deadlines will result in disqualification from participation. All times represent local time in Olympia, WA.

DATE & TIME	EVENT
November 27, 2007	RFP Issued
December 3, 2007	Final Bidder Questions and Comments <i>due by noon</i>
December 5, 2007	State's Final Written Answers issued
December 17, 2007	Responses <i>due by noon</i>
December 17, 2007	Client References due by noon
December 18, 2007	Evaluation period begins
December 21, 2007	Announcement of Apparent Successful Bidder
December 27, 2007	Bidder Request for Optional Debriefing <i>due by noon</i>
January 2, 2008	Optional Bidder Debriefings
December 27, 2007	Begin Contract Negotiations
January 18, 2008	Contract Effective

DEL reserves the right to revise the above schedule.

SECTION 3

3. ADMINISTRATIVE REQUIREMENTS

RFP Coordinator (Proper Communication)

Upon release of this RFP, all Bidder communications concerning this solicitation must be directed to the RFP Coordinator listed below. With the exception of the *Office of Minority and Women's Business Enterprises*, unauthorized contact regarding this solicitation with other state employees involved with the solicitation may result in disqualification. All oral communications will be considered unofficial and non-binding on the State. Bidders should rely only on written statements issued by the RFP Coordinator.

Kathy Wyer, RFP Coordinator
Department of Early Learning

Telephone: (360) 725- 4567
FAX: (360) 407-1437
E-mail: kathleen.wyer@del.wa.gov

If Hand Delivery or Overnight Courier

649 Woodland Square Loop SE
Lacey, Washington 98503

If via US Postal Service

P.O. Box 40970
Olympia, Washington 98504-0970

Bidder Questions

Bidder questions regarding this RFP will be allowed until the date and time specified in the *Schedule* (Section 2). Bidder questions must be submitted in writing (e-mail is acceptable) to the RFP Coordinator. An official written DEL response will be provided for Bidder questions received by this deadline. Written responses to Bidder questions will be posted on the DEL web site at: http://www.del.wa.gov/Projects/Procurements_Contracting.shtml

The Bidder that submitted the questions will not be identified. Verbal responses to questions will be considered unofficial and non-binding. Only written responses posted to the DEL web site will be considered official and binding.

Bidder Comments Invited

Bidders are encouraged to review the mandatory requirements of this RFP carefully, and submit any comments and recommendations to the RFP Coordinator. Where mandatory requirements appear to prohibit or restrict your firm's participation, an explanation of the issue with suggested alternative language should be submitted in writing to the RFP Coordinator by the deadline for Bidder Questions, Comments, and Complaints in the *Schedule* (Section 2).

Bidder Complaints Regarding Requirements and Specifications

Bidders are expected to raise any questions, exceptions, or additions they have concerning the RFP requirements early in the RFP process. Bidders may submit specific complaints to the RFP Coordinator, if the Bidder believes the RFP unduly constrains competition or contains inadequate or improper criteria. The complaint must be made in writing to the RFP Coordinator before the Response due date set forth in the *Schedule* (Section 2). The solicitation process may continue.

These complaints are **not** handled through the protest procedures outlined in Appendix D, *Protest Procedures*; however, the RFP Coordinator will forward a copy of the complaint to DEL Management. Should a Bidder complaint identify a change that would be in the best interest of the State to make, DEL may amend this RFP accordingly. The DEL decision is final; no further administrative appeal is available.

Response Contents

The Response must contain information responding to all mandatory requirements, must include client references, and must include the signature of an authorized Bidder representative on all documents requiring signature.

The Response should be submitted in two (2) volumes containing what is listed below. This separation of documentation protects the integrity of the State's evaluation process. No mention of the cost response may be made in Volume 1.

Volume 1:

- Bidder's cover letter explicitly acknowledging receipt of all RFP revisions issued, if any.
- The Response to the Bidder requirements (Sections 3, 4 and 5).

Volume 2:

1. The Response to the financial requirements and fee proposal (Section 6).
2. Bidder's signed and completed *Certifications and Assurances* (Appendix A).
3. Bidder's exceptions and/or proposed revisions to the Contract (Appendix B).
4. Bidder's *MWBE Certification* (Appendix C), if applicable.

Failure to provide any requested information in the prescribed format may result in disqualification of the Bidder.

(M) Number of Response Copies Required

Seven (7) hard copies and One (1) CDROM of Response Volume 1.

Seven (7) hard copies and One (1) CDROM of Response Volume 2.

One (1) copy of manuals, brochures, or other printed materials, if submitted.

(M) Response Presentation and Format Requirements

The following requirements are mandatory in responding to this RFP. Failure to follow these requirements may result in Bidder disqualification.

- a) The signature block in Appendix A, *Certifications and Assurances*, must be signed by a representative authorized to bind the company to the offer.
- b) Bidder must respond to each question/requirement contained herein. Failure to comply with any applicable item may result in the Response being disqualified.
- c) Each of the RFP requirements are numbered and titled. In each requirement title is a designation indicating how the Response will be evaluated:
- d) For Mandatory requirements (M), the Response must always indicate explicitly whether or not the Bidder's proposed Services meet the requirement. A statement, "(Bidder Name) has read, understands, and fully complies with this requirement" is acceptable, along with any additional information requested.
- e) For Mandatory Scored (MS) and Desirable Scored (DS) items, the Response must always indicate explicitly whether or not the Bidder's proposed Services meet the

requirement, and describe how the proposed Bidder's Services will accomplish each requirement or are desirable as it relates to the service(s) proposed.

- f) Responses must be prepared on standard 8.5 x 11-inch loose-leaf paper and placed in three-ring binders with tabs separating the major sections of the Response. Pages must be numbered consecutively within each section of the Response showing Response section number and page number.
- g) Include Bidder name and the name, address, e-mail, facsimile and telephone number of the Bidder's authorized representative at the beginning of each volume of the Response.
- h) Figures and tables must be numbered and referenced in the text of the Response by that number. Foldouts containing charts, spreadsheets, and oversize exhibits are permissible.
- i) The Response, as well as any reference materials presented by Bidder, must be written in English and Bidder must provide all rates in United States dollars.

Multiple Responses

Multiple Responses from a Bidder will be permissible; however, each Response must conform fully to the requirements for Response submission. Each such Response must be submitted separately and labeled as Response #1, Response #2, etc. on each page included in the Response.

Delivery of Responses

It is mandatory that Bidders submit all copies of their Responses by the date and time in Section 2, *Schedule*, to the RFP Coordinator at the address specified for the *RFP Coordinator*.

Responses must be received at DEL by the date and time specified. Responses arriving after the deadline will be returned unopened to their senders. A postmark by that time is not acceptable.

Responses sent by facsimile or e-mail will not be accepted. Bidders assume all responsibility for the method of delivery and for any delay in the delivery of their Response.

Cost of Response Preparation

DEL will not reimburse Bidders for any costs associated with preparing or presenting a Response to this RFP.

Response Property of DEL

All materials submitted in response to this solicitation become the property of DEL, unless received after the deadline in which case the Response is returned to the sender. DEL has the right to use any of the ideas presented in any material offered. Selection or rejection of a Response does not affect this right.

Proprietary or Confidential Information

Any information contained in the Response that is proprietary or confidential must be clearly designated. Marking of the entire Response or entire sections of the Response as proprietary or confidential will not be accepted nor honored. DEL will not accept Responses where pricing is marked proprietary or confidential, and the Response will be rejected.

To the extent consistent with chapter 42.56 RCW, the Public Disclosure Act, DEL shall maintain the confidentiality of Bidder's information marked confidential or proprietary. If a request is made to view Bidder's proprietary information, DEL will notify Bidder of the request and of the date that the records will be released to the requester unless Bidder obtains a court order enjoining

that disclosure. If Bidder fails to obtain the court order enjoining disclosure, DEL will release the requested information on the date specified.

The State's sole responsibility shall be limited to maintaining the above data in a secure area and to notify Bidder of any request(s) for disclosure for so long as DEL retains Bidder's information in DEL records. Failure to so label such materials or failure to timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Bidder of any claim that such materials are exempt from disclosure.

Waive Minor Administrative Irregularities

DEL reserves the right to waive minor administrative irregularities contained in any Response. Additionally, DEL reserves the right, at its sole option, to make corrections to Bidders' Responses when an obvious arithmetical error has been made in the price quotation. Bidders will not be allowed to make changes to their quoted price after the Response submission deadline.

Errors in Response

Bidders are liable for all errors or omissions contained in their Responses. Bidders will not be allowed to alter Response documents after the deadline for Response submission. DEL is not liable for any errors in Responses. DEL reserves the right to contact Bidder for clarification of Response contents.

In those cases where it is unclear to what extent a requirement or price has been addressed, the evaluation team(s) may, at their discretion and acting through the RFP Coordinator, contact a Bidder to clarify specific points in the submitted Response. However, under no circumstances will the responding Bidder be allowed to make changes to the proposed items after the deadline stated for receipt of Responses.

Amendments/Addenda

DEL reserves the right to change the *Schedule* or other portions of this RFP at any time. DEL may correct errors in the solicitation document identified by DEL or a Bidder. Any changes or corrections will be by one (1) or more written amendment(s), dated, and attached to or incorporated in and made a part of this solicitation document. All changes must be authorized and issued in writing by the RFP Coordinator. If there is any conflict between amendments, or between an amendment and the RFP, whichever document was issued last in time shall be controlling. In the event that it is necessary to revise or correct any portion of the RFP, a notice will be posted on the procurement web site at:
http://www.del.wa.gov/Projects/Procurements_Contracting.shtml

Right to Cancel

With respect to all or part of this RFP, DEL reserves the right to cancel or reissue at any time without obligation or liability.

Contract Requirements

A Contract has been included as Appendix B.

To be responsive, Bidders must indicate a willingness to enter into a Contract substantially the same as the Contract in Appendix B, by signing the *Certifications and Assurances* located in Appendix A. Any specific areas of dispute with the attached terms and conditions must be identified in the Response and may, at the sole discretion of DEL, be grounds for disqualification from further consideration in the award of a Contract.

Under no circumstances is a Bidder to submit their own standard contract terms and conditions as a response to this solicitation. Instead, Bidder must review and identify the language in Appendix B that Bidder finds problematic, state the issue, and propose the language or contract modification Bidder is requesting. All of Bidder's exceptions to the contract terms and conditions in Appendix B must be submitted within the Response, attached to Appendix A, *Certification and Assurances*. DEL expects the final Contract signed by the ASB to be substantially the same as the contract located in Appendix B.

The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during negotiation of the final Contract.

The ASB will be expected to execute the Contract within ten (10) Business Days of its receipt of the final Contract. If the selected Bidder fails to sign the Contract within the allotted ten (10) days time frame, DEL may elect to cancel the award, and award the Contract to the next ranked Bidder, or cancel or reissue this solicitation (see Section 3, *Right to Cancel*). Bidder's submission of a Response to this solicitation constitutes acceptance of these contract requirements.

Incorporation of Documents into Contract

This solicitation document and the Response will be incorporated into any resulting Contract.

No Costs or Charges

No costs or charges under the proposed Contract may be incurred before the Contract is fully executed.

Minority and Women's Business Enterprises (MWBE)

DEL strongly encourages participation of minority and women businesses. Bidders who are MWBE certified or intend on using MWBE certified Subcontractors are encouraged to identify the participating firm on Appendix C. No minimum level of MWBE participation is required as a condition of receiving an award and no preference will be included in the evaluation of Responses in accordance with chapter 39 RCW. For questions regarding the above, contact Office of MWBE at (360) 753-9693.

No Obligation to Contract/Buy

DEL reserves the right to refrain from Contracting with any and all Bidders. Neither the release of this solicitation document nor the execution of a resulting Contract obligates DEL to make any purchases, except according to the terms of the Contract.

Non-Endorsement and Publicity

In selecting a Bidder to supply Services to the state of Washington, the State is neither endorsing Bidder's Services, nor suggesting that they are the best or only solution to the State's needs. By submitting a Response, Bidder agrees to make no reference to DEL or the state of Washington in any literature, promotional material, brochures, sales presentation or the like, regardless of method of distribution, without the prior review and express written consent of DEL.

Withdrawal of Response

Bidders may withdraw a Response that has been submitted at any time up to the Response due date and time (identified on the *Schedule*, Section 2). To accomplish a Response withdrawal, a written request signed by an authorized representative of Bidder must be submitted to the RFP

Coordinator. After withdrawing a previously submitted Response, Bidder may submit another Response at any time up to the Response submission deadline.

Optional Bidder Debriefing

Only Bidders who submit a Response may request an optional debriefing conference to discuss the evaluation of their Response. The requested debriefing conference must occur on or before the date specified in the *Schedule* (Section 2). The request must be in writing (fax or e-mail is acceptable) addressed to the RFP Coordinator.

The optional debriefing will not include any comparison between the Response and any other Responses submitted. However, DEL will discuss the factors considered in the evaluation of the Response and address questions and concerns about Bidder's performance with regard to the solicitation requirements.

Protest Procedures

Only Bidders who have submitted a Response to this solicitation and who have had a debriefing conference may make protests. Upon completion of the debriefing conference, a Bidder is allowed five (5) Business Days to file a formal protest of the solicitation with the RFP Coordinator. Further information regarding the grounds for, filing and resolution of protests is contained in Appendix D, *Protest Procedures*.

Selection of Apparently Successful Bidder

All Bidders responding to this solicitation will be notified by mail or e-mail when DEL has determined the ASB. The ASB will be the respondent who: (1) meets all the requirements of this RFP; and (2) receives the highest number of total points as described in Section 7, *Bidder Total Score*. The date of announcement of the ASB will be the date the announcement letter is postmarked, or if emailed the date the e-mail is sent.

Electronic Availability

The contents of this RFP and any amendments/addenda and written answers to questions will be available on the DEL web site at

http://www.del.wa.gov/Projects/Procurements_Contracting.shtml

SECTION 4

4. BIDDER REQUIREMENTS

Respond to the following requirements per the instructions in section 3.

(M) Bidder Profile

Bidder must provide the legal business name, legal status (*e.g.*, corporation, sole proprietor, etc.) and the year the entity was organized to do business as the entity now substantially exists, Washington State Uniform Business Identification (UBI) number, the home office address, and telephone and fax numbers, web site URL (if any), and organizational chart of the legal entity with whom DEL may execute any Contract arising from this RFP, including the names and titles of Bidder's principal officers.

(M) Bidder Organizational Capabilities

Bidder must provide a brief description of its entity (including business locations, size, areas of specialization and expertise, client base and any other pertinent information that would aid an evaluator in formulating a determination about the stability and strength of the entity), including the Bidder organization's experience and history with IT database collection and integration or service oriented architecture.

(M) Bidder Account Manager

Bidder shall appoint an Account Manager who will provide oversight of Bidder contract activities. Bidder's Account Manager will be the principal point of contact concerning Bidder's performance under this Contract. Bidder shall notify the DEL Contract Administrator, in writing, when there is a new Bidder Account Manager assigned to this Contract. The Bidder Account Manager information is:

Bidder Account Manager:

Address:

Phone:

Fax:

E-mail:

(M) Bidder Licensed to do Business in Washington

Within thirty (30) days of being identified as the ASB, Bidder must be licensed to conduct business in Washington, including registering with the Washington State Department of Revenue. The Bidder must collect and report all applicable taxes.

(M) Use of Subcontractors

DEL will accept Responses that include third-party involvement only if the Bidder submitting the Response agrees to take complete responsibility for all actions of such Subcontractors. Bidders must state whether Subcontractors are being used, and if they are being used, Bidder must list them in response to this subsection. DEL reserves the right to approve or reject any and all Subcontractors that Bidder proposes. Any Subcontractors engaged after award of the Contract must be pre-approved, in writing, by DEL.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 RCW. Bidders should familiarize themselves with the requirements prior to submitting a Response.

(M) Prior Contract Performance

Bidder must submit full details of all Terminations for Default for performance similar to the Services requested by this RFP experienced by the Bidder in the past five (5) years, including the other party's name, address and telephone number.

"Termination for Default" is defined as notice to Bidder to stop performance due to the Bidder's non-performance or poor performance and the issue was either: (a) not litigated; or (b) litigated and such litigation determined the Bidder to be in default.

Bidder must describe the deficiencies in performance, and describe whether and how the deficiencies were remedied. Bidder must present any other information pertinent to its position on the matter.

DEL will evaluate the information and may, at its sole discretion, reject the Response if the information indicates that completion of a Contract resulting from this RFP may be jeopardized by selection of the Bidder.

If the Bidder has experienced no such Terminations for Default in the past five (5) years, so declare.

(M) Insurance

The ASB is required to obtain insurance to protect the State should there be any claims, suits, actions, costs, or damages or expenses arising from any negligent or intentional act or omission of the Bidder or its Subcontractor(s), or their agents, while performing work under the terms of any Contract resulting from this solicitation. Bidders will find a complete description of the specific insurance requirements in the proposed contract terms in Appendix B, *Proposed Contract*.

SECTION 5

5. WORK SPECIFICATIONS AND BIDDER QUALIFICATIONS

(MS) Work Specifications

Description of Work Process

The proposals submitted must contain sufficient detail to convey to members of the evaluation panel the Bidder's knowledge, skills, experience and ability to satisfy customer requirements. For each proposal, the following information must be provided:

Executive Summary

The Bidder's proposal must summarize the proposed project management approach and overall services, giving the evaluators a strong general overview of the Management, Technical, and Functional proposals of the Bidder.

The Bidder's proposal must:

1. State the Bidder's ability and willingness to work cooperatively with DEL and designees.
2. State that the Bidder agrees to comply with the procurement process described in the RFP.
3. State that the Bidder understands the scope and objectives of the project and agrees to meet the requirements specified in the RFP.
4. State that the Bidder will perform the services described in the RFP.
5. Summarize the proposed goods and services.
6. Identify any operational issues.
7. Identify any unique or innovative features of their organization.
8. Provide an overview of the risks associated with this project, critical success factors, and actions DEL should consider during the study.
9. Explain how the proposed solution represents to DEL the best option for its Community Based Data Collection study, and why DEL should select the proposed solution.
10. The firm's general philosophy and approach to information technology data collection aggregation from multiple entities, especially for public sector agencies.
11. A list of clients and type of information technology projects where you have performed data collection, data mapping, data analysis and business process re-engineering; where you have decomposed the technology and business linkages and connections between and among State and Public funded entities within the past three (3) years. This information must include:
Department/company name and short description of service; contact person and telephone number; dates and duration of work. Explain any data sharing agreements with individual entities and how you identified a set of criteria required for data integration processes that were acceptable to partners. Any Washington State government experience should be listed first. A separate list should be produced for each member of the Bidder team that is proposed to work on the DEL project.

(SR) Project Management Processes

Approach

In addition to successful Bidder's personnel and subcontractors, the project team consists of managers and staff from DEL, oversight from an independent grant foundation, the Department of Information Services (DIS) and the Information Services Board (ISB). The DEL Project Sponsor has ultimate project responsibility and is supported by an executive sponsor and an Executive Steering Committee.

The Bidder's proposal must:

1. Based on knowledge of and experience with similar projects, describe the overall project management approach, including but not limited to planning, organizing, and managing the staff and activities throughout the life of the project, to ensure the smooth administration of the project.
2. Explain with specificity the Bidder's approach to promoting teamwork, facilitating open and timely communication, and ways the Bidder's staff will support a collaborative effort among the Bidder, any subcontractors, other agencies, community partners, DEL, and DEL designees.
3. Agree the Bidder will conduct internal quality assurance or will retain an independent firm to conduct quality assurance, and that the Bidder will provide to DEL any quality assurance reports that are produced during the project.
4. Describe how the Bidder will coordinate efforts with DEL to address multiple stakeholder needs.
5. Describe what sets the Bidder's solution apart from the competition and what makes it the best approach.
6. State that the Bidder will provide overall management of the Bidder's proposed solution.

Methodology

Include a complete description of the Bidder's proposed approach and methodology for the project. This section should convey the Bidders understanding of the proposed project and should:

1. Address how the Bidder will assess DEL's and other entities data needs.
2. Propose a method to evaluate the results of the feasibility study.
3. Propose a method for conducting extensive information gathering from partners, communities and agencies about how disparate application data, can be shared to improve decisions, outreach and communication about early learning opportunities.
4. Exhibit gap analysis processes, procedures and criteria used in a data collection feasibility study.
5. Summarize the outcomes of a similar service provided.
6. A description of the specific approach and resources proposed for DEL's Information Technology Community Based Data Collection study.
7. Describe a data cleansing approach to improving the accuracy and consistency of "dirty data" common in disparate applications and legacy systems.

Issue Resolution

1. Describe an overall approach to risk management and mitigation for the project.
2. Describe the Bidder's process for documenting and reporting risks and risk status to DEL.
3. Describe the Bidder's approach and process for issue identification, communication, resolution, escalation, tracking, approval by DEL, and reporting.
4. Provide sample issue resolution forms and procedures the Bidder has used in other successful projects.

Communication and Coordination

There is a large and diverse stakeholder group, both internal to DEL and external to DEL, in the Community Based Data Collection Project.

1. Describe the Bidder's approach to communication and coordination, including stakeholder management, and the Bidder's proposed tools to facilitate its approach, including a communication and correspondence tracking database kept by the Bidder to which DEL and designees have access.
2. Discuss how the Bidder has assisted other customers with stakeholder management, including an identification of the groups with whom the Bidder has worked and the resulting outcomes.
3. Agree that the Bidder will actively participate with DEL staff to ensure effective communication and coordination within the project, including Bidder staff, subcontractor staff, DEL, and other stakeholders within and external to the agency, including providers.
4. Agree that the Bidder's proposed Communication and Coordination process is subject to DEL approval.

Work Plan

Detailed steps and timeline for completing the proposed feasibility study. The work plan should include all project requirements and the proposed tasks, services, activities, etc. necessary to accomplish the scope of the project defined in this RFP. This section of the proposal must contain sufficient detail to convey to members of the evaluation team the Bidder's knowledge of the subjects and skills necessary to successfully complete the project. Include any required involvement of DEL staff. The Bidder may also present any creative approaches that might be appropriate and may provide any pertinent supporting documentation.

Project Schedule

Include a project schedule indicating when the elements of the work will be completed and when deliverables, if any, will be provided.

Outcomes and Performance Measurement

Describe the impacts/outcomes the bidder proposes to achieve as a result of delivery of these services including how these outcomes would be monitored, measured and reported to DEL.

Deliverables

DEL is trying to quickly accomplish a number of items with respect to data, systems, and operational needs to support its mission and priorities. They include the need to:

1. Define the business problem facing the agency from both DEL's and the consumer's perspective.
2. Document existing data flows, standards and use cases at all levels and determine where data sharing opportunities exist.
3. Document the environment the data resides in, including the nature and quality of the data.
4. Identify best practices of child and family data integration in other communities (or within Washington communities) and document the steps taken to accomplish them.
5. Identify and catalog current data custodians, formats and level of data integrity.
6. Identify technical and institutional barriers to the access and integration of early learning initiative data.
7. Assess the feasibility of data sharing opportunities.
8. Establish appropriate performance measures and quality assessment tools to track progress in early learning initiatives, especially with respect to individual children's readiness to learn.
9. Evaluate the costs and benefits of various data development and data sharing solutions.

To these ends, DEL will be expecting the follow products from the consultants in this engagement:

- An annotated inventory of all state programs and services for children aged 0 to 6, their funding streams, eligibility requirements, statutory authorizations, current administrative and oversight structures, and an assessment of the implications of these findings for the mission and operations of DEL.

- A comprehensive portrait of the early learning environment in the two (2) focus communities (White Center and Yakima) including a map of all child care and related early learning programs and services and how they relate to the 5 development domains; a description of all resources available to support the health and educational needs of children aged 0 to 6; a profile of the families and children participating in these programs and an analysis of the socio-demographic characteristics of these participants in relation to the population as a whole in these communities.
- An assessment of the processes by which families identify and access early learning opportunities as well as other services to children aged 0 to 6.
- An assessment of the degree to which there are duplicative eligibility determination or program application processes facing consumers and possible solutions.
- An assessment of the data collected by community EL providers and the uses made of that data.
- An assessment of the barriers to participation (if any) that currently exist in the target communities.
- An evaluation of other economic, environmental, physical, political, legal, financial, or related factors that currently influence the early learning environment in the target communities and/or are likely to affect the development of broader and deeper services and programs in the future.
- A handbook that can be used by other communities to replicate the community mapping, environmental assessment and data profiling.
- An assessment of the degree to which the data inventory of operational needs for DEL described in the ELIS report is complete and the degree to which data elements included in that inventory exist and are available from other state agencies or community-based programs, providers or agencies.
- A data inventory of informational needs from the consumers' perspective and of the information and processes needed to effectively match families and children and appropriate services (incorporating findings from DEL's parallel Parent Needs Assessment project).
- A description of the best practices that currently exist in the State and nationally with respect to these operational and consumer matching challenges.
- A costs benefit analysis of the conceptual solutions.

- Recommendations on next steps, the implementation strategy, and the likely time frame and financial investment required. If possible, DEL will welcome specific system solutions and or design recommendations that build on and supplement the ELIS feasibility analysis. In particular, DEL seeks practical recommendations on filling information gaps in the short- and medium-terms and ensuring that internal business practices are as effective as possible given available data.
- Analysis of any service level agreements (with participating communities, agencies and partners) and/or or other mechanisms that will be required to enable broad, but appropriate, data sharing and transparency in the systems supporting both the DEL operational needs and the consumer access and matching services.
- Other analyses, assessments, and baseline descriptions as mutually agreed by the contractor and DEL.

Optional Deliverables

These optional deliverables are not mandatory however DEL is interested in pursuing possible specifications for future system solutions.

1. Identify custodians of data and document services provided and constituents served. Interview process should produce a description of current systems, data semantics, standards, platforms and governance used to collect data by each entity.
2. Create the business case for partners data integration:
 - a) Identify and confirm the business value and positive benefits to the state, community and partners for data integration.
 - b) Identify a set of criteria required for data integration processes that are acceptable to partners.
 - c) Establish marketing criteria, communication plan and change management plan based on audience analysis.
 - d) Identify business gaps between ‘as-is’ and potential ‘to-be’ and develop business model recommendations.
 - a) Identify and confirm the business value and positive benefits to the state, its providers and partners.
 - b) Document potential return on investment.
- Determine the opportunities for sharing data which may include flexible and responsive reporting which is needed for users, administrators, policy makers, and federal oversight representatives, who require information in a timely manner to support data driven decision making and to better serve the DEL’s constituents – providers, clients, other state government agencies, the State legislature, the Governor’s office.

- a) Categorize various options for data access from multiple community-based organizations that is easily used by multiple service providers with varying levels of expertise in data systems management and technology.
 - b) Develop a matrix of the recommended Community-Based Data Collection integration approach and identify how that approach would improve and produce ELI data elements and outcome measurements.
 - c) Identify data gaps between ‘as-is’ and potential ‘to-be’ and develop data delivery model recommendations.
 - d) Compare data gathered in the Community Based Data Project with the ELIS 2007 feasibility study Priority Business Process Improvement Opportunities Report. Align Feasibility studies; define gaps, findings, and potential alternative recommendations.
 - e) Compare data gathered in the Department of Health (DOH) Washington Integrated Services Enhancement (WISE) Grant study from 2001-2005
- Develop a roadmap for a service-oriented architecture (SOA) to development an approach for a single interface portal (or other format) giving families and child care providers the option to select appropriate integrated ELI-relevant data or services in a flexible and extensible manner.
 - a) Identify core business processes and functionalities that are common for all partners.
 - b) Illustrate the feasibility of data access from multiple community-based organizations; through a web portal or some other format that is easily used by multiple service providers with varying levels of expertise in data sharing.
 - c) Write processes and templates agreements and develop approach to obtain required signatures for information-sharing across service providers/agencies. Develop SLA’s for immediate and potential data sharing with other state agencies or public partners.
 - d) Develop a scalable and portable approach to allow ease of adding new partners and handling future modifications.
 - e) Diagram data analysis flows, standards, and opportunities for data sharing that spans across multiple local and state agencies, allowing centralized referrals from one service provider to another in “real time”.
 - f) Detail Data Semantic definitions of key stakeholder disparate applications and legacy systems and provide context behind data concepts such as “employee type, address, services.”
 - g) Work through DEL and with partners to prioritize the data field matrix and look for commonalities, relevance, availability and duplication within the data.
 - h) Work through DEL and with partners to matrix technical platforms that current agencies, communities and public partners have. This matrix is necessary to establish the possibility of data integration of multiple state agencies, public and private partners which contain relevant early

- childhood information and programs (Collectively referred to as the Early Learning Initiative, or ELI) into a single front end statewide system.
- i) Establish a Data Cleansing approach to improving the accuracy and consistency of “dirty data” common in disparate applications and legacy systems.
 - j) Identify a robust authentication and authorization support for identity management protocol such as “ActiveDirectory” over disparate applications.
 - k) Document a Data Governance approach for metadata lineage, management, documentation, and reporting through loose coupling, component-based and open standards for multiple entities.
 - l) Develop a Change Management, Communication, Transition plan, and service delivery model for individual stakeholders.
- Identify any legal, policy, financial, architectural, technical, and workflow issues that may become a road block.
 - a) Facilitate community meetings to understand customer needs and frustration points of data gathering, sharing and duplication, including legal ramifications.
 - b) Research other state partnership information systems and document systems used in other states that have made considerable investments in early learning and any critical components of systems and data sharing models across agencies.
 - c) Identify best practices, resources, and current issues in early learning data integration.
 - Develop an Investment Plan for a centralized data sharing system. Including but not limited to:
 - a) Business problem to be solved
 - b) Background information and objectives
 - c) Limitations of current environment
 - d) Business Justification
 - e) Alternatives considered
 - f) Alternatives chosen
 - g) Risk and Risk mitigation
 - h) Quality Assurance
 - i) Conformity to technical Policies and standards
 - j) Costs and Benefits of Investments
 - k) Resources
 - l) Acquisition Process Approach

Organization and Staffing

The Bidder’s proposal must:

1. Include a description of the overall approach to project organization and staffing, including subcontractors, which addresses the entire scope of the project.
2. Include a project organization chart identifying by name and position the Bidder's key staff (i.e., down to at least the lead level), including subcontractors, responsible for carrying out the entire scope of the project.
3. Identify by name and position in separate text or in the project organization chart the person(s) who will participate on this project and their function or role.
4. In order to ensure the success of this project, it is important that there is a continuity of Key Staff assigned to the project.

(MS) Bidder Qualifications

1. Bidder Minimum Qualifications

- A. The Bidder must be licensed to do business in Washington State.
- B. The Bidder should have experience conducting community-based environmental assessments, data analysis, socio-economic profiling, and service delivery mapping or comparable research experience.
- C. The Bidder should have experience working with or conducting research in early learning or related services to children 0 to 6.
- D. The Bidder shall provide examples of successful projects

2. Bidder Desirable Qualifications

Experience in data inventory or integration of disparate system data from multiple state or public entities. Experience with Early Learning Initiatives is desirable.

(MS) Résumés

Bidder must provide a current, clear and concise professional résumé for each of its key staff proposed to work on this engagement. Each staff résumé should show how their experience and qualifications meet the requirements in section 5 above and how the staff person is qualified to fulfill the tasks described herein. Bidders may include an optional cover letter with each résumé.

The Bidder's proposal must:

Describe policies, plans, and intentions with regard to maintaining continuity of personnel assignments throughout the performance of any agreement resulting from this RFP

Provide resumes that include the following information in the following order for each person identified in the section above:

- a) Identify individual by name, title, roles and responsibilities on the team.
- b) Describe knowledge, skills, and abilities.
- c) Describe system development knowledge, skills, and abilities.
- d) Describe relevant hardware and software experience.
- e) Describe relevant education and training.

- f) Describe experience with roles similar to that proposed for this project.
- g) Provide number of years experience in the proposed role.

Describe direct experience in similar projects with:

- a) Project Planning.
- b) Project Management (for Project Manager Only).
- c) Business Area/Process Analysis.
- d) System Design/Redesign.
- e) System integration.

If, at Contract award or any time thereafter, any specifically-named individual(s) identified in the Response to work on this engagement is not available, DEL reserves the right to approve or reject any change in Bidder personnel.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 RCW. Bidders should familiarize themselves with the requirements prior to submitting a Response.

(MS) Client References

Bidders shall provide as references the names, addresses, telephone numbers, e-mail addresses, and contact person for five (5) representative customers for whom they have provided services.

If your proposal is a partnership between multiple companies and organizations, please provide references for each organization or company. References will be asked questions on the reference form attached as Appendix G.

DEL will make one (1) attempt to contact the client and obtain a reference. If a contact cannot be made, the reference will be disallowed. DEL reserves the right to be one of Bidder's client references based on DEL's prior experience with Bidder, and have DEL's Client Reference Form evaluated.

The Services purchased by these clients must be similar to those requested by this RFP.

References must not be from a person, company or organization with any special interest, financial or otherwise, in the Bidder.

DEL reserves the right to eliminate from further consideration in the RFP process any Bidder who, in the opinion of DEL, receives an unfavorable report from a client. DEL may, at its discretion, contact other Bidder clients for references.

(MS) Interviews

DEL may elect, in its sole discretion, to select the top scoring finalists for an interview and final determination of contract award. If DEL does elect to hold interviews, it will contact the top scoring Bidders. Representations made by the Bidder during the interview will be considered binding.

SECTION 6

5. FINANCIAL PROPOSAL

Respond to the following requirements per the instructions in Section 3.

Overview

DEL seeks to acquire the Services that best meet the State's needs at the lowest cost and best value. The maximum fee for this contract must be \$806,500.00 or less to be considered responsive to this RFP

The fee you propose must include all cost components required for providing the Services described in Section 5. All costs associated with the services must be incorporated into the fee quoted in your Response. Any services offered by Bidders or its Subcontractor(s) that are not quoted a corresponding separate price will be at no additional charge to DEL if later provided to or acquired by DEL.

The State makes no volume commitment in this solicitation.

Financial Grounds for Disqualification

Failure to identify all costs in a manner consistent with the instructions in this RFP is sufficient grounds for disqualification.

Taxes

Bidder must collect and report all applicable state taxes as set forth in Section 4, *Bidder Licensed to do Business in Washington*. Bidder must not include taxes in its fee proposal.

(MS) Fee Proposal

Identify the fees to be charged for performing the tasks necessary to accomplish the objectives of the contract. This section must itemize all of the types of expenses expected to be billed to the State.

Rates must be for work in the Olympia area and must include all travel and per diem expenses. No travel expenses will be reimbursed under the contract.

All elements of recurring and non-recurring costs must be identified and included in your fee proposal, including any and all administrative fees, documentation, shipping charges, labor, training, consultation services, and supplies.

SECTION 7

7. EVALUATION PROCESS

Overview

The Bidder who meets all of the RFP requirements and receives the highest number of total points as described below in, *Bidder Total Score*, will be declared the ASB and enter into contract negotiations with DEL.

Administrative Screening

Responses will be reviewed initially by the RFP Coordinator to determine on a pass/fail basis compliance with administrative requirements as specified in Section 3, *Administrative Requirements*. Evaluation teams will only evaluate Responses meeting all administrative requirements.

Mandatory Requirements

Responses meeting all of the administrative requirements will then be reviewed on a pass/fail basis to determine if the response meets the mandatory requirements (see Sections 3, 4, 5 & 6). Only responses meeting all mandatory requirements will be further evaluated.

The State reserves the right to determine at its sole discretion whether Bidder's response to a mandatory requirement is sufficient to pass. If, however, all responding Bidders fail to meet any single mandatory item, DEL reserves the following options: (1) cancel the procurement, or (2) revise or delete the mandatory item.

Qualitative Review and Scoring

Only Responses that pass the administrative screening and mandatory requirements review will be evaluated and scored based on responses to the scored requirements in the RFP. Responses receiving a "0" on any Mandatory Scored (MS) element(s) will be disqualified.

i. Work Specification and Bidder Qualifications Evaluation

Each scored element in the Work Specification and Bidder Qualifications section of the Response will be given a score by each team evaluator. Then, the scores will be totaled and an average score for each Bidder will be calculated as set forth below. This will be used in the calculation of Bidder's total score, as set forth in Section 7, *Bidder Total Score*.

Evaluation points will be assigned based on the effectiveness of the response to each experience/skill requirement. A scale of zero to ten will be used, defined as follows:

References will be contacted for the top-scoring proposer(s) only.

0	Unsatisfactory	Capability is non-responsive or wholly inadequate.
1-3	Below Average	Capability is substandard to that which is average or expected as the norm.
4-6	Average	The baseline score for each item, with adjustments based on the evaluation team's reading of the Response.
7-9	Above Average	Capability is better than that which is average or expected as the norm.
10	Exceptional	Capability is clearly superior to that which is average or expected as the norm.

$\frac{\text{Sum of Evaluators' Skill Scores}}{\text{Number of Evaluators}} = \text{Bidder's Avg. Skill Score}$

ii. Professional Reference Evaluation

The RFP Coordinator will calculate the scores for each *Professional Reference Form*, Appendix G. The total scores, of all the Bidder's Professional References will be summed together and an average point score will be calculated as set forth below. This will be used in the calculation of Bidder's total score, as set forth in Section 7, *Bidder Total Score*.

$\frac{\text{References Total Scores}}{\text{Number of Bidder's References}} = \text{Bidder's Avg. Reference Score}$
--

1. Financial Proposal Evaluation

The financial evaluation team will calculate the financial score for the Financial Proposal section of the Response using Bidder's fee proposal (*see Section 6*).

$\frac{\text{Financial Total Scores}}{\text{Number of Evaluators}} = \text{Bidder's Financial Score}$

2. Interviews (if held, at DEL's Option), Phase II Evaluation

DEL may, after evaluating the written proposals, elect to schedule interviews of the top scoring finalists. The RFP Coordinator will notify finalists of the date, time and location of the oral presentations. The dates in the Schedule (Section 2) are an estimate and are subject to change at the discretion of DEL.

Final points for the interviews will be calculated by an average of the individual scores as set forth below. This will be used in the calculation of Bidder's total score, as set forth in Section 7, *Bidder Total Score*.

$\frac{\text{Sum of Evaluators' Phase II Scores}}{\text{Number of Evaluators}} = \text{Bidder's Avg. Phase II Score}$

Allocation of Points

The scores for Response will be assigned a relative importance for each scored section. The relative importance for each section is as follows:

Work Specifications and Bidder Qualifications	60 percent
Client References	15 percent
Financial Proposal	35 percent
Subtotal	100 percent

Bidder Total Score

Bidders will be ranked using the Bidder's Total Score for its Response, with the highest score ranked first and the next highest score ranked second, and so forth. Bidder's Total Score will be calculated as follows:

Total Score = (Skill Score) + (Reference Score) + (Financial Score) + (Phase II Score, if any)

Selection of Apparently Successful Bidder

The Bidder with the highest Bidder total score will be declared the ASB. DEL will enter into contract negotiations with the ASB. Should contract negotiations fail to be completed within two (2) weeks after initiation, DEL may immediately cease contract negotiations and declare the Bidder with the second highest score as the new ASB and enter into contract negotiations with that Bidder. This process will continue until a contract is signed or no qualified Bidders remain. DEL reserves the right to cancel the procurement at any time without awarding a Contract.

APPENDIX A

CERTIFICATIONS AND ASSURANCES

Issued by the State of Washington

We make the following certifications and assurances as a required element of the Response, to which this is attached, affirming the truthfulness of the facts declared here and acknowledging that the continuing compliance with these statements and all requirements of the RFP are conditions precedent to the award or continuation of the resulting Contract.

The prices in this Response have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered. The prices in this Response have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before Contract award unless otherwise required by law. No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition. However, we may freely join with other persons or organizations for the purpose of presenting a single proposal or bid.

The attached Response is a firm offer for a period of 120 days following the Response Due Date specified in the RFP, and it may be accepted by DEL without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 120 day period. In the case of protest, your Response will remain valid for 180 days or until the protest is resolved, whichever is later.

In preparing this Response, we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to the State's solicitation, or prospective Contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this Response. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)

We understand that the State will not reimburse us for any costs incurred in the preparation of this Response. All Responses become the property of the State, and we claim no proprietary right to the ideas, writings, items or samples unless so stated in the Response. Submission of the attached Response constitutes an acceptance of the evaluation criteria and an agreement to abide by the procedures and all other administrative requirements described in the solicitation document.

We understand that any Contract awarded, as a result of this Response will incorporate all the solicitation requirements. Submission of a Response and execution of this Certifications and Assurances document certify our willingness to comply with the Contract terms and conditions appearing in Appendix B, or substantially similar terms, if selected as a contractor. It is further understood that our standard contract will not be considered as a replacement for the terms and conditions appearing in Appendix B of this solicitation.

We (circle one) **are** / **are not** submitting proposed Contract exceptions (Section 3, *Contract Requirements*).

Bidder Signature

Bidder Company Name

Title

Date

APPENDIX B **SAMPLE CONTRACT**

Department of Early Learning		PERSONAL SERVICE		DEL Contract Number:	
		CONTRACT			
This Contract is between the state of Washington Department of Early Learning (DEL) and the Contractor identified below.					
CONTRACTOR INFORMATION					
NAME			Doing business as (DBA)		
ADDRESS			WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI)		
CONTACT	TELEPHONE	FAX	E-MAIL ADDRESS		
DEL INFORMATION					
CONTACT NAME AND TITLE		CONTACT ADDRESS 649 Woodland Square Loop SE Lacey, WA 98503 P.O. Box 40970 Olympia, WA 98504-0970			
TELEPHONE	FAX 360-413-3482	E-MAIL ADDRESS			
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT? <input checked="" type="checkbox"/> No <input type="checkbox"/> YES		If A SUBRECIPIENT - CFDA NUMBER(S)			
CONTRACT STATE FUNDS	CONTRACT FEDERAL FUNDS		CONTRACT MAXIMUM AMOUNT		
CONTRACT START DATE		CONTRACT END DATE			
CONTRACT PURPOSE: The purpose of this contract is to					
The following Exhibits are attached and are incorporated to this Contract by this reference: Statement Of Work and General Terms And Conditions					
The terms and conditions of this Contract are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise, regarding the subject matter of this Contract. The parties signing below represent that they have read and understand this Contract, and have the authority to execute this Contract. This Contract shall be binding on DEL only upon signature by DEL.					
CONTRACTOR SIGNATURE		PRINTED NAME AND TITLE		DATE SIGNED	
DEL SIGNATURE		PRINTED NAME AND TITLE		DATE SIGNED	

EXHIBIT A
STATEMENT OF WORK

Scope to be developed based on selected proposal.

EXHIBIT B
SPECIAL TERMS AND CONDITIONS

1. TERMS AND CONDITIONS

All rights and obligations of the parties to this Contract shall be subject to and governed by Special Terms and Conditions set forth below, Exhibit A (Statement of Work) and Exhibit C (General Terms and Conditions). These terms and conditions govern the work to be performed under this Contract, the nature of the working relationship between DEL and the CONTRACTOR, and specific obligations of the parties.

2. SPECIAL TERMS AND CONDITIONS

a. Definitions Specific to Special Terms: The words and phrases listed below, as used in this Contract, shall each have the following definitions:

b. OFM FILING REQUIREMENT

10-Day Filing

Under the provisions of Chapter 39.29 RCW, this personal service contract is required to be filed with the Office of Financial Management (OFM). No contract required to be so filed is effective and no work shall be commenced nor payment made until ten (10) working days following the date of filing, and if required, until approved by OFM. In the event OFM fails to approve the contract, the contract shall be null and void.

c. BILLING PROCEDURES AND PAYMENT

- (1) DEL will pay CONTRACTOR upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Department of Early Learning, Attn: Fiscal Office, P.O. Box 40970, Olympia, WA 98504-0970.
- (2) Payment shall be considered timely if made by the DEL within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the CONTRACTOR.
- (3) DEL may, in its sole discretion, terminate the Contract or withhold payments claimed by the CONTRACTOR for services rendered if the CONTRACTOR fails to satisfactorily comply with any term or condition of this Contract.
- (4) No payments in advance or in anticipation of services or supplies to be provided under this Contract shall be made by DEL.

d. INSURANCE

The CONTRACTOR shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state should there be any claims, suits,

actions, costs, damages or expenses arising from any negligent or intentional act or omission of the CONTRACTOR or subcontractor, or agents of either, while performing under the terms of this Contract. The CONTRACTOR shall provide insurance coverage, which shall be maintained in full force and effect during the term of this Contract, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence.

Additionally, the CONTRACTOR is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

Automobile Liability. In the event that services delivered pursuant to this contract involve the use of vehicles, either owned or unowned by the CONTRACTOR, automobile liability insurance shall be required. The minimum limit for automobile liability is:

\$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

(4) The insurance required shall be issued by an insurance company/ies authorized to do business within the state of Washington, and shall name the state of Washington, its agents and employees as additional insureds under the insurance policy/ies. All policies shall be primary to any other valid and collectable insurance. CONTRACTOR shall instruct the insurers to give DEL thirty (30) calendar days advance notice of any insurance cancellation. CONTRACTOR shall submit to DEL within fifteen (15) calendar days of the Contract effective date, a certificate of insurance that outlines the coverage and limits defined in the *Insurance* section. CONTRACTOR shall submit renewal certificates as appropriate during the term of the Contract.

e. ASSURANCES

DEL and the CONTRACTOR agree that all activity pursuant to this Contract will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

f. ORDER OF PRECEDENCE

Each of the exhibits listed below is by this reference hereby incorporated into this Contract. In the event of an inconsistency in this contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable Federal and state of Washington statutes and regulations;
- Special Terms and Conditions as contained in this basic Contract instrument;
- Exhibit A – General Terms and Conditions;

- Exhibit B – Statement of Work; and
- Any other provision, term or material incorporated herein by reference or otherwise incorporated.

g. ENTIRE AGREEMENT

This Contract, including referenced exhibits, represents all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

h. CONFORMANCE

If any provision of this Contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

APPROVED AS TO THE FORM BY THE OFFICE OF THE ATTORNEY GENERAL

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

"AGENT" shall mean the Director, and/or the delegate authorized in writing to act on the Director's behalf.

"CONTRACTOR" shall mean that firm, provider, organization, individual or other entity performing service(s) under this contract, and shall include all employees of the CONTRACTOR.

"SUBCONTRACTOR" shall mean one not in the employment of the CONTRACTOR, who is performing all or part of those services under this contract under a separate contract with the CONTRACTOR. The terms "SUBCONTRACTOR" and "SUBCONTRACTORS" means SUBCONTRACTOR(s) in any tier.

2. ACCESS TO DATA

In compliance with RCW 39.29.080, the CONTRACTOR shall provide access to data generated under this Contract to AGENCY, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions and recommendations of the CONTRACTOR'S reports, including computer models and methodology for those models.

3. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Contract shall be made by DEL.

4. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

5. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, ALSO REFERRED TO AS THE "ADA" 28 CFR PART 35

The CONTRACTOR must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

6. ASSIGNMENT

Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the CONTRACTOR without prior written consent of DEL.

7. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

8. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

The CONTRACTOR shall not use or disclose any information concerning DEL, or information that may be classified as confidential, for any purpose not directly connected with the administration of this Contract, except with prior written consent of DEL, or as may be required by law.

9. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, DEL may, in its sole discretion, by written notice to the CONTRACTOR terminate this Contract if it is found after due notice and examination by the AGENT that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONTRACTOR in the procurement of, or performance under this Contract.

In the event this Contract is terminated as provided above, DEL shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of the Contract by the CONTRACTOR. The rights and remedies of DEL provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the AGENT makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this Contract.

10. COPYRIGHT PROVISIONS

Unless otherwise provided, all materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by DEL. DEL shall be considered the author of such materials. In the event the materials are not considered "works for hire" under the U.S. Copyright laws, CONTRACTOR hereby irrevocably assigns all right, title, and interest in materials, including all intellectual property rights, to DEL effective from the moment of creation of such materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

For materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the contract, CONTRACTOR hereby grants to DEL a nonexclusive, royalty-

free, irrevocable license (with rights to sublicense others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The CONTRACTOR warrants and represents that CONTRACTOR has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to DEL.

The CONTRACTOR shall exert all reasonable effort to advise DEL, at the time of delivery of materials furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document that was not produced in the performance of this Contract.

DEL shall receive prompt written notice of each notice or claim of infringement received by the CONTRACTOR with respect to any data delivered under this Contract. DEL shall have the right to modify or remove any restrictive markings placed upon the data by the CONTRACTOR.

11. COVENANT AGAINST CONTINGENT FEES

The CONTRACTOR warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the CONTRACTOR for securing business.

DEL shall have the right, in the event of breach of this clause by the CONTRACTOR, to annul this Contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

12. DISALLOWED COSTS

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

13. DISPUTES

Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with AGENT.

- a) The request for a dispute hearing must:
- b) Be in writing;
- c) State the disputed issue(s);
- d) State the relative positions of the parties;
- e) State the CONTRACTOR'S name, address, and contract number; and
- f) Be mailed to the AGENT and the other party's (respondent's) contract manager within three (3) working calendar days after the parties agree that they cannot resolve the dispute.

- g) The respondent shall send a written answer to the requester's statement to both the agent and the requester within five (5) working calendar days.
- h) The AGENT shall review the written statements and reply in writing to both parties within ten (10) working calendar days. The AGENT may extend this period if necessary by notifying the parties.
- i) The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.
- j) Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable ADR method in addition to the dispute resolution procedure outlined above.

14. DUPLICATE PAYMENT

DEL shall not pay the CONTRACTOR, if the CONTRACTOR has charged or will charge the state of Washington or any other party under any other Contract or agreement, for the same services or expenses.

15. GOVERNING LAW

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

16. INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend, and hold harmless state, agencies of state and all officials, agents and employees of state, from and against all claims for injuries or death arising out of or resulting from the performance of the Contract.

"Claim," as used in this Contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting there from. CONTRACTOR'S obligations to indemnify, defend, and hold harmless includes any claim by CONTRACTORS' agents, employees, representatives, or any subcontractor or its employees.

CONTRACTOR expressly agrees to indemnify, defend and hold harmless the state for any claim arising out of or incident to CONTRACTOR'S or any SUBCONTRACTOR'S performance or failure to perform the Contract. CONTRACTOR'S obligation to indemnify, defend, and hold harmless the state shall not be eliminated or reduced by any actual or alleged concurrent negligence of state or its agents, agencies, employees and officials.

CONTRACTOR waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officials, agents or employees.

17. INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Contract. The CONTRACTOR and his or her employees or agents performing under this Contract are not employees or agents of DEL. The CONTRACTOR will not hold himself/herself out as or claim to be an officer or employee of the DEL or of the state of Washington by reason hereof, nor will the CONTRACTOR make any claim of right, privilege or benefit that would accrue to such employee under law. Conduct and control of the work will be solely with the CONTRACTOR.

18. INDUSTRIAL INSURANCE COVERAGE

The CONTRACTOR shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the CONTRACTOR fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, AGENCY may collect from the CONTRACTOR the full amount payable to the Industrial Insurance accident fund. DEL may deduct the amount owed by the CONTRACTOR to the accident fund from the amount payable to the CONTRACTOR by DEL under this contract, and transmit the deducted amount to the Department of Labor and Industries (L&I), Division of Insurance Services. This provision does not waive any of L&I's right to collect from the CONTRACTOR.

19. LICENSING, ACCREDITATION AND REGISTRATION

The CONTRACTOR shall comply with all applicable local, state and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this Contract.

20. LIMITATION OF AUTHORITY

Only DEL or DEL'S delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this Contract is not effective or binding unless made in writing and signed by the AGENT.

21. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

In the event of the CONTRACTOR'S non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled or terminated in whole or in part, and the CONTRACTOR may be declared ineligible for further contracts with DEL. The CONTRACTOR shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

22. NONDISCRIMINATION

During the performance of this Contract, the CONTRACTOR shall comply with all federal and state nondiscrimination laws, regulations and policies.

23. PRIVACY

Personal information including, but not limited to, “Protected Health Information”, collected, used, or acquired in connection with this contract shall be protected against unauthorized use, disclosure, modification or loss. CONTRACTOR shall ensure its directors, officers, employees, subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth herein. CONTRACTOR and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the DEL or as otherwise required by law.

Any breach of this provision may result in termination of the Contract and the demand for return of all personal information. The CONTRACTOR agrees to indemnify and hold harmless DEL for any damages related to the CONTRACTOR’S unauthorized use of personal information.

24. PUBLICITY

The CONTRACTOR agrees to submit to DEL all advertising and publicity matters relating to this Contract wherein DEL’S name is mentioned or language used from which the connection of DEL’S name may, in DEL’S judgment, be inferred or implied. The CONTRACTOR agrees not to publish or use such advertising and publicity matters without the prior written consent of DEL.

25. RECORDS MAINTENANCE

The CONTRACTOR shall maintain books, records, documents, data and other evidence relating to this Contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract.

CONTRACTOR shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the Contract, shall be subject at all reasonable times to inspection, review or audit by DEL, personnel duly authorized by DEL, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

26. REGISTRATION WITH DEPARTMENT OF REVENUE

The CONTRACTOR shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this Contract.

27. RIGHT OF INSPECTION

The CONTRACTOR shall provide right of access to its facilities to DEL, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government,

at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract.

28. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, DEL may terminate the Contract under the "Termination for Convenience" clause, without the ten (10) day notice requirement, subject to renegotiation at DEL'S discretion under those new funding limitations and conditions.

29. SEVERABILITY

The provisions of this Contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Contract.

30. SITE SECURITY

While on DEL premises, CONTRACTOR, its agents, employees or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

31. SUBCONTRACTING

Neither the CONTRACTOR nor any subcontractor shall enter into subcontracts for any of the work contemplated under this Contract without obtaining prior written approval of DEL. In no event shall the existence of the subcontract operate to release or reduce the liability of the CONTRACTOR to DEL for any breach in the performance of the CONTRACTOR'S duties. This clause does not include contracts of employment between the CONTRACTOR and personnel assigned to work under this Contract.

Additionally, the CONTRACTOR is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Contract are carried forward to any subcontracts. CONTRACTOR and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of DEL or as provided by law.

32. TAXES

All payments accrued because of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the CONTRACTOR or its staff shall be the sole responsibility of the CONTRACTOR.

33. TERMINATION FOR CAUSE

In the event DEL determines the CONTRACTOR has failed to comply with the conditions of this Contract in a timely manner, DEL has the right to suspend or terminate this Contract. Before

suspending or terminating the Contract, the DEL shall notify the CONTRACTOR in writing of the need to take corrective action. If corrective action is not taken within thirty (30) calendar days, the Contract may be terminated or suspended.

In the event of termination or suspension, the CONTRACTOR shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Contract and the replacement or cover Contract and all administrative costs directly related to the replacement Contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

DEL reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit the CONTRACTOR from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the CONTRACTOR or a decision by DEL to terminate the Contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the CONTRACTOR: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence. The rights and remedies of DEL provided in this Contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

34. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, DEL may, by ten (10) calendar days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, DEL shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

35. TERMINATION PROCEDURES

Upon termination of this Contract, DEL, in addition to any other rights provided in this Contract, may require the CONTRACTOR to deliver to DEL any property specifically produced or acquired for the performance of such part of this Contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

DEL shall pay to the CONTRACTOR the agreed upon price, if separately stated, for completed work and services accepted by DEL, and the amount agreed upon by the CONTRACTOR and DEL for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by DEL, and (iv) the protection and preservation of property, unless the termination is for default, in which case the AGENT shall determine the extent of the liability of DEL. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Contract.

DEL may withhold from any amounts due the CONTRACTOR such sum as DEL determines to be necessary to protect DEL against potential loss or liability. The rights and remedies of DEL provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

After receipt of a notice of termination, and except as otherwise directed by the AGENT, the CONTRACTOR shall:

- 1) Stop work under the Contract on the date, and to the extent specified, in the notice;
- 2) Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Contract that is not terminated;
- 3) Assign to DEL, in the manner, at the times, and to the extent directed by the AGENT, all of the rights, title, and interest of the CONTRACTOR under the orders and subcontracts so terminated, in which case DEL has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and SUBCONTRACTS;
- 4) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the AGENT to the extent AGENT may require, which approval or ratification shall be final for all the purposes of this clause;
- 5) Transfer title to DEL and deliver in the manner, at the times, and to the extent directed by the AGENT any property which, if the Contract had been completed, would have been required to be furnished to DEL;
- 6) Complete performance of such part of the work as shall not have been terminated by the AGENT; and
- 7) Take such action as may be necessary, or as the AGENT may direct, for the protection and preservation of the property related to this Contract, which is in the possession of the CONTRACTOR and in which DEL has or may acquire an interest.

36. TREATMENT OF ASSETS

- 1) Title to all property furnished by DEL shall remain in DEL. Title to all property furnished by the CONTRACTOR, for the cost of which the CONTRACTOR is entitled to be reimbursed as a direct item of cost under this Contract, shall pass to and vest in DEL upon delivery of such property by the CONTRACTOR. Title to other property, the cost of which is reimbursable to the CONTRACTOR under this Contract, shall pass to and vest in DEL upon (i) issuance for use of such property in the performance of this Contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by DEL in whole or in part, whichever first occurs.
- 2) Any property of DEL furnished to the CONTRACTOR shall, unless otherwise provided herein or approved by DEL, be used only for the performance of this Contract.
- 3) The CONTRACTOR shall be responsible for any loss or damage to property of DEL that results from the negligence of the CONTRACTOR or that results from the failure on the part of the CONTRACTOR to maintain and administer that property in accordance with sound management practices.

- 4) If any DEL property is lost, destroyed or damaged, the CONTRACTOR shall immediately notify DEL and shall take all reasonable steps to protect the property from further damage.
- 5) The CONTRACTOR shall surrender to DEL all property of DEL prior to settlement upon completion, termination or cancellation of this Contract.
- 6) All reference to the CONTRACTOR under this clause shall also include CONTRACTOR'S employees, agents or subcontractors.

37. WAIVER

Waiver of any default or breach shall not be deemed a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by authorized representative of DEL.

APPENDIX C

(If Applicable) MWBE Participation Form

Minority and Women's Business Enterprises (MWBE) Participation Form

MWBE participation is defined as: Certified MBEs and WBEs bidding as prime contractor, or prime contractor firms subcontracting with certified MWBEs. For questions regarding the above, contact Office of MWBE, (360) 753-9693.

In accordance with WAC 326-30-046, DEL goals for acquisitions have been established as follows: 12% MBE or WBE.

MBE FIRM NAME	*MBE CERTIFICATION NO.	PARTICIPATION %

WBE FIRM NAME	*WBE CERTIFICATION NO.	PARTICIPATION %

*Certification number issued by the Washington State Office of Minority and Women's Business Enterprises.

Name of Bidder completing this Certification: _____

APPENDIX D

PROTEST PROCEDURES

A. Procedure

This protest procedure is available to Bidders who submitted a Response to this solicitation and who have requested and received a debriefing conference. Protests are made to DEL after DEL has announced the ASB. Bidder protests shall be received, in writing, by DEL within five (5) Business Days after the Bidder debriefing conference.

B. Grounds for protest are:

1. Arithmetic errors were made in computing the score;
2. DEL failed to follow procedures established in the solicitation document, or applicable state or federal laws or regulations; or
3. There was bias, discrimination or conflict of interest on the part of an evaluator.

Protests not based on these criteria will not be considered.

C. Format and Content

Bidders making a protest shall include in their written protest to DEL all facts and arguments upon which the Bidders relies. Bidders shall, at a minimum, provide:

1. Information about the protesting Bidder; name of firm, mailing address, phone number and name of individual responsible for submission of the protest;
2. Information about the acquisition; issuing agency, acquisition method;
3. Specific and complete statement of the agency action(s) being protested;
4. Specific reference to the grounds for the protest; and
5. Description of the relief or corrective action requested.

D. DEL Review Process

Upon receipt of a Bidder's protest, DEL will postpone signing a Contract with the ASB until the Bidder protest has been resolved.

DEL will perform an objective review of the protest, by individuals not involved in the acquisition process being protested. The review shall be based on the written protest material submitted by the Bidder and all other relevant facts known to DEL.

DEL will render a written decision to the Bidder within five (5) Business Days after receipt of the Bidder protest, unless more time is needed. The protesting Bidder shall be notified if additional time is necessary.

E. DEL Determination

The final determination shall:

1. Find the protest lacking in merit and uphold DEL's action;
2. Find only technical or harmless errors in DEL's acquisition process conduct, determine the agency to be in substantial compliance, and reject the protest;
3. Find merit in the protest and provide the agency with options that may include:

- a) Correct errors and reevaluate all proposals; or
 - b) Reissue the solicitation document; or
 - c) Make other findings and determine other courses of action as appropriate.
4. Not require DEL to award the Contract to the protesting party or any other Bidder, regardless of the outcome.

APPENDIX E
[Intentionally Omitted]

APPENDIX F

RESPONSE CHECKLIST

In order to be considered responsive, Bidders must include, at a minimum, the following components in their RFP Response. Failure to include or properly document any of the following requirements may be grounds for disqualification.

General:

Bidder must properly respond to each question/requirement contained in Sections 4, 5, & 6 as per Section 3; *Response Contents*, *Number of Response Copies required*, and *Response Presentation, and Format*.

Volume 1:

- ☐ Bidder's executive summary explicitly acknowledging receipt of all RFP revisions issued
- ☐ The Response to the Bidder requirements (Section [44](#))
- ☐ The Response to the technical and work specification requirements (Section 5)

Volume 2:

- ☐ The Responses to the financial requirements (Section [56](#))
- ☐ Bidder's completed fee proposal (Section 6)
- ☐ Bidder's signed and completed *Certifications and Assurances* (Appendix A)
- ☐ Bidder's exceptions and/or proposed revisions to the *Contract* (Appendix B)
- ☐ Bidder's *MWBE Certification* (Appendix C), if applicable

From Bidder Clients: (If Applicable)

- ☐ Appendix G, Client Reference Forms

APPENDIX G

CLIENT REFERENCE FORM

Name of Bidder for whom reference is given: _____

Your organization's business name: _____

Your Name and title: _____

Telephone number: _____ E-Mail address: _____

- Give a short description of the data integration services your organization has received from the Bidder:

PLEASE RATE THE FOLLOWING ITEMS (circle one):

	<i>Unsatisfactory</i>	<i>Below Average</i>	<i>Average</i>	<i>Above Average</i>	<i>Exceptional</i>
1. Communications with Bidder:	0	1	2	3	4

Comments: _____

2. Quality of work preformed:	0	1	2	3	4
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Comments: _____

3. Satisfaction with the comprehensiveness of each deliverable:	0	1	2	3	4
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Comments: _____

4. Problem Resolution & Responsiveness:	0	1	2	3	4
---	---	---	---	---	---

Comments: _____

5. Competence of professional services staff:	0	1	2	3	4
---	---	---	---	---	---

Comments: _____

PLEASE RATE THE FOLLOWING ITEMS (circle one):

	<i>Unsatisfactory</i>	<i>Below Average</i>	<i>Average</i>	<i>Above Average</i>	<i>Exceptional</i>
6. Overall satisfaction with Bidder:	0	1	2	3	4

Comments: _____

Any other information that you would like to share about the Bidder:

Your Signature: _____

Please return the reference (may be Faxed) by December 17, 2007 no later than Noon, L, WA local time, to:

Kathy Wyer, RFP Coordinator
Department of Early Learning

If Hand Delivery or Overnight Courier
649 Woodland Square Loop SE
Lacey, Washington 98503

Telephone: (360) 725- 4567
FAX: (360) 407-1437
E-mail:
debby.carr@del.wa.gov

If via US Postal Service
P.O. Box 40970
Olympia, Washington 98504-0970

Thank you for your time and cooperation.